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Administrative Superintendent
Frank Fisher
Engineering Superintendent

DATE: December 17, 2019
TO: Honorable Board of Waterford Trustees
FROM: Derek Diederich, Twp. Budget Director and DPW Administrative Superintendent *DD*
Russell Williams, DPW Director *RW*
RE: Engineering Proposal for Civic Center Drive Reconstruction Project

One of the approved projects for Budget Year 2020 was the reconstruction of the portion of the Civic Center Drive nearest and adjacent to Pierce Middle School. For the last few years the Township has been slowly repairing and replacing some of its parking lots and portions of the Civic Center Drive. The portions done up to now were at a maintenance point in their life cycle whereby the remedy employed was to mill down a few inches and recap the portions fixed. The North portion of the Civic Center Drive next to Pierce Middle School is in such a deteriorated state that the road needs to be completely reconstructed right down to the base layer. Please see the attached picture that outlines the proposed project scope.

With the magnitude of this project and what is needed from a design, survey, construction, and project management point of view the DPW has reached out to the Township's Engineering Firm and garnered proposals to handle the design, survey work, RFP bidding process and project management for this project. Please find enclosed a proposal from DLZ Engineering for professional services to oversee a project of this nature.

Recommended Board Action:

It is our joint recommendation that the Township Board Authorize the Township Supervisor to sign the attached proposal and to authorize the professional engineering expenditures of \$74,000 to line item: 24690-97010 – Capital – Infrastructure Preservation in the Township's (246) Improvement Revolving Fund. We have attached page 87 where this projected was budgeted for your reference.

We would also encourage the board to get the planning for this project started early in 2020, so that the design and Request For Proposal (RFP) can go out as expeditiously as possible to try to ensure this project is ready to go for the 2020 Road Construction Season.

Thank you for your time and attention to this matter. Should you have any questions please do not hesitate to contact our office.

cc. Gary Wall, Twp. Supervisor
cc. Barb Miller, Assit. Twp. Budget Director and Accounting Mgr.
cc. Rob Merinsky, Development Services Director
cc. Justin Westlake, F&O Superintendent
cc. Frank Fisher, DPW Engineering Superintendent
cc. Joe Ashley, Water-Sewer Superintendent
cc. 2020 Projects File



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

November 21, 2019

Mr. Russell Williams
Charter Township of Waterford
5200 Civic Center Drive
Waterford, Michigan 48329

**RE: Proposal for Professional Civil Engineering Services Civic Center Drive Reconstruction Project
Waterford Township, Michigan**

Dear Mr. Williams:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to Charter Township of Waterford (Township) for professional engineering services related to the Civic Center Drive Reconstruction project.

DLZ will provide the following services to the Township in conjunction with the Civic Center Drive Reconstruction project.

SCOPE OF SERVICES

A. Design Development, Construction Documents, and Bidding Phases Services

- DLZ will complete a topographic survey of the project corridor from right-of-way (ROW) to ROW, as well as 25 feet down each side street including locating visible utilities.
- DLZ will utilize a subcontractor Soils & Structures, Inc. to complete a geotechnical investigation of the existing conditions below the roadway.
- DLZ will make a recommendation on the final design of the roadway and proposed sidewalk.
- DLZ will prepare a complete set of drawings for road reconstruction.
- DLZ will prepare specifications for bidding.
- DLZ will coordinate with appropriate governmental agencies and obtain necessary permits to complete the project.
- DLZ will prepare an opinion of probable cost for the proposed construction.
- DLZ will assist in taking bids and make a recommendation as to the lowest responsible bidder.
- DLZ will attend a pre-bid meeting, prepare meeting minutes, and participate in the bidding process.

B. Construction Phase Services

- DLZ will organize and attend a preconstruction meeting and prepare minutes of the meeting.
- DLZ will review shop drawings/submittals.
- DLZ will perform construction staking for the project, including grading limits, alignment (horizontal and vertical), sidewalks and Americans with Disabilities Act (ADA) ramps.
- DLZ will provide full-time inspection of the project, while major work is being performed. DLZ staff will keep records of all work activity in Daily Field Observation Reports and track all work items.
- DLZ will verify material testing is done in accordance with Michigan Department of Transportation (MDOT) requirements and will be coordinated by DLZ.
- DLZ will review and advise the Township on pay quantities and pay applications.
- DLZ will review contractor's compliance with general contract requirements.
- DLZ will provide weekly updates to the Township and assist the Township with resolving any complaints or concerns that arise during construction.
- DLZ will provide as-built information for the final project construction.

MATTERS OF UNDERSTANDING

- It is DLZ's understanding that the Township wishes to maintain the existing roadway alignment and general layout.
- It is DLZ's understanding that the proposed sidewalk on the east side of the road will tie into the existing sidewalk located behind the bleachers on the north end.
- It is DLZ's understanding that the project schedule is somewhat aggressive and coordinated to provide minimal disruption of school traffic.

PROFESSIONAL FEE

- For DLZ services described in **SECTION A** of the Scope of Services, DLZ proposes to charge, and the Township agrees to pay a Lump Sum Fee of \$36,000.00.
- For DLZ services described in **SECTION B** of the Scope of Services, DLZ proposes to charge, and the Township agrees to pay a Lump Sum Fee of \$38,000.00.
- Fee is based on a project construction estimate of \$338,000 and a 90-day construction schedule.
- Invoices will be rendered monthly.

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Proposal. The Client referred to in the Standard Terms and Conditions means the Charter Township of Waterford.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Proposal for Engineering Services
Civic Center Drive Reconstruction, Waterford Township
Page 3 of 3

If you approve and accept this Proposal, please sign, date and return one copy of this proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

Respectfully,

DLZ MICHIGAN, INC.

Terry E. Biederman, PE
Vice President

Approved and Accepted

Signature	_____
Printed Name	_____
Title	_____
Date	_____

Attachments

Exhibit A: Standard Terms and Conditions

EXHIBIT A
DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICE AND PAYMENT PROCEDURES:** DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this Agreement and pursue its remedies for collection.

2. **CONSTRUCTION SERVICES:** Construction Phase Services are not intended to include exhaustive detailed inspections of contractor work but site observations to become generally familiar with and to keep CLIENT informed about the progress and quality of work. The Contractor is solely responsible for its compliance or noncompliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over contractor means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the CLIENT expressly agree otherwise in writing. CLIENT agrees that DLZ will perform on-site construction observation for this project and that such services will not be performed by others.

3. **SUBSURFACE INVESTIGATION:** DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. **AGENCY REVIEW:** In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.

5. **SURVEY STAKING:** In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.

6. **MISCELLANEOUS EXPENSES:** The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

7. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.

8. **SAFETY:** DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

9. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.

10. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to CLIENT.

11. **INSURANCE:** DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with all legal requirements and DLZ business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

12. **INDEMNITY:** To the fullest extent permitted by law, DLZ shall indemnify and save harmless CLIENT from and against liability and damages sustained by CLIENT, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused directly by the negligence of DLZ or its employees.

13. **LIABILITY:** No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. DLZ's total liability to CLIENT, and CLIENT's coverage under any of DLZ's insurance policies as an additional insured, if provided, for any and all injuries, claims, losses, expenses or damages arising out of DLZ's Services or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

14. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located. The sole venue for any lawsuit filed as a result of this Agreement is the county in which the project is located.

15. **AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

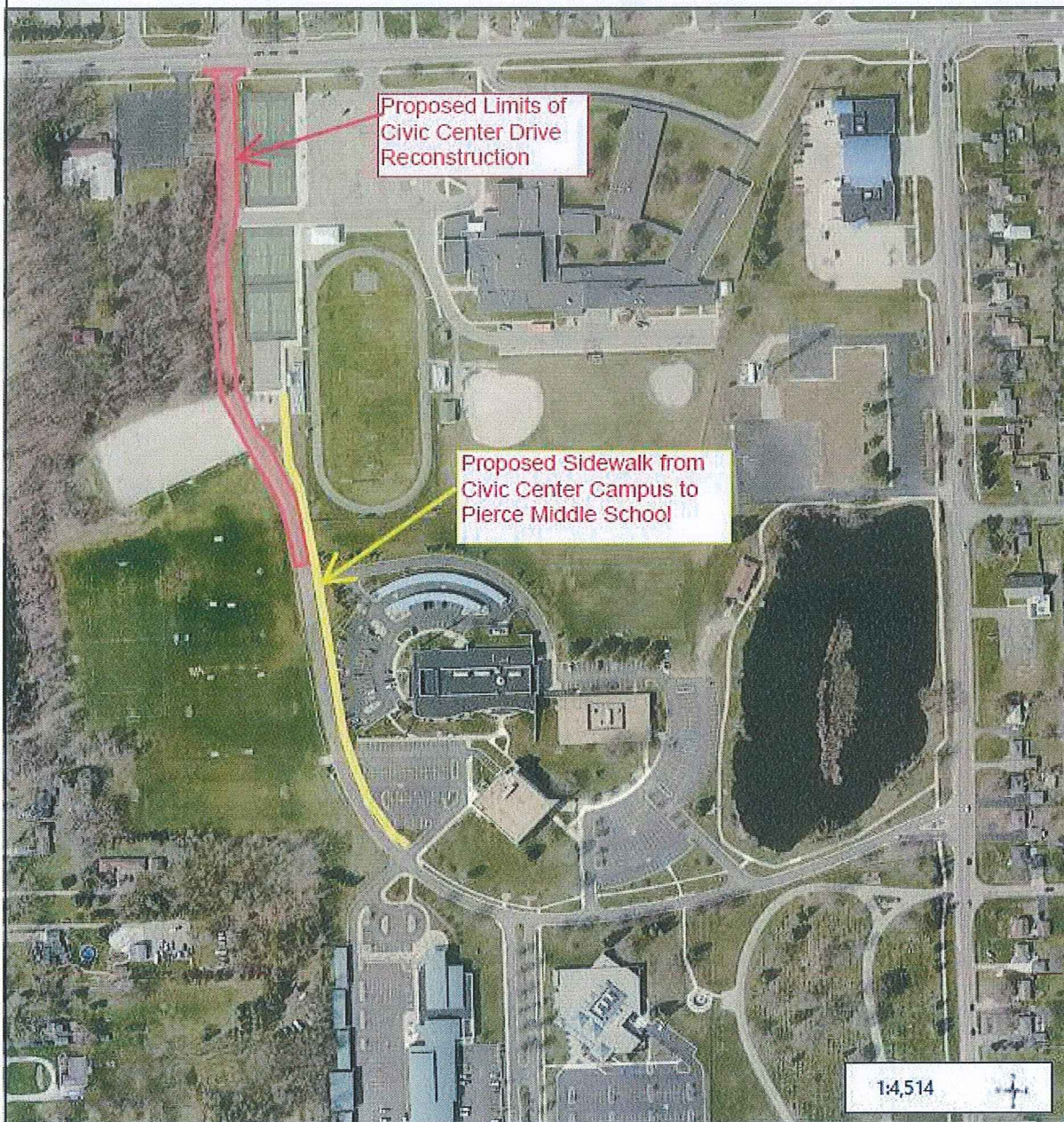
16. **STATUTE OF LIMITATIONS:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

17. **SCHEDULE:** DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

18. **SHOP DRAWINGS:** DLZ will review shop drawings solely for general conformance with design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions or quantities, constructability, performance, compatibility with other construction components, or their compliance with the requirements of the Contract Documents, such as Buy America requirements, all of which remain the responsibility of the Contractor. DLZ's review also is not for the purpose of reviewing or approving the Contractor's safety precautions or construction means, methods, techniques, sequences or procedures.



Civic Center Drive Reconstruction - 2019



752.3 0 376.17 752.3 Feet

SOURCES: The Charters Township of Waterford and Oakland County, MI.
Oakland County parcel data, Updated weekly.

DISCLAIMER: Information depicted hereon is for reference purposes only. It was compiled from the best available resources which have varying degrees of accuracy. This map is not a legally recorded map nor a survey and is not intended to be used as such. The Charter Township of Waterford assumes no responsibility for error that arise from this map.



Waterford Township

FY 2020 Budget

24690

IMPROVMENT REVOLVING

Object	Project	Item Description	FY 2018 Actual	FY 2019 Rev. Budget	FY 2019 Actual As of 6/30/19	Proposed 2020 Budget	Dollar Change	% Change
77200		SUPPLIES-TRAFFIC SIGNS	5,164	10,000	3,174	10,000	0	0.0 %
84500		SERVICES - OTHER PROF.	0	47,500	0	50,000	2,500	5.3 %
92230		REPAIR & MAINT. - PED PATHWAYS	7,500	7,500	0	9,750	2,250	30.0 %
95380		DRAINS - COUNTY ASSESSED	16,777	30,000	0	35,000	5,000	16.7 %
95390		DRAINS - MISC EXPENSES	0	15,000	0	18,500	3,500	23.3 %
95400		MISCELLANEOUS EXPENSE	1,185	4,000	1,524	15,000	11,000	275.0 %
95420		EXPENSES - SPECIAL PROJECT	608	500	72	500	0	0.0 %
95440		EXPENSES - DONATIONS & GRANTS	6,165	0	0	0	0	0.0 %
95900		HESS/HATH. PK EXPENSE	2,198	0	0	0	0	0.0 %
97000		CAPITAL - INFRASTRUCTURE	0	28,000	0	60,000	32,000	114.3 %
97005		CAPITAL - PED PATHWAYS	46,457	45,000	0	75,000	30,000	66.7 %
97010		CAPITAL - INFRA/PRESERVATION	189,594	523,724	5,962	365,000	-158,724	-30.3 %
97102		CAPITAL - LAND IMPRV.	0	85,000	0	85,000	0	0.0 %
97105		CAPITAL - ROAD IMPRV.	0	0	0	75,000	75,000	75,000.0 %
97106		CAPITAL - BLDG IMPRV	0	0	1,900	0	0	0.0 %
97107		CAPITAL - FACIL & OTHER IMPR	0	0	0	20,000	20,000	20,000.0 %
97109		CAPITAL - BUILDING	102,104	239,056	37,079	250,000	10,944	4.6 %
97125		CAPITAL - EQUIPMENT	20,626	111,530	5,188	20,000	-91,530	-82.1 %
97132		CAPITAL - FURNISHINGS & EQUIP	33,310	0	0	0	0	0.0 %
97133		CAPITAL - COMPUTER EQUIP	50,280	0	27,725	0	0	0.0 %
97139		CAPITAL - TELECOMM. EQUIPMENT	18,500	270,000	122,451	0	-270,000	-100.0 %
Total		IMPROVMENT REVOLVING	\$500,468	\$1,416,810	\$205,075	\$1,088,750	-\$328,060	-23.15 %